

Term Contract No. 550G

STATE OF NORTH CAROLINA, DEPARTMENT OF ADMINISTRATION		
DIVISION OF PURCHASE AND CONTRACT		
116 West Jones Street, Raleigh, NC 27603-8002		
Term Contract	550G	Solar Powered Traffic Control Devices
Effective Dates	May 12, 2011 through May 11, 2014	
Bid Number	201100556	
Administrator	Grant Braley	
Phone	(919) 807-4550	
E-Mail	grant.braley@doa.nc.gov	
Last Updated		

1. General Information

This contract intended to cover the State's normal requirements for **Solar Powered Traffic Control Devices**.

2. Scope of Contract

The scope of this contract is limited to the products as defined herein. This contract is for use by all state agencies, departments, institutions, universities, community colleges (except those exempted by statute), and certain non-state agencies.

NON-STATE AGENCIES ELIGIBLE TO PARTICIPATE IN THIS CONTRACT:

In accordance with North Carolina General Statutes, certain non-state entities described below, may participate in this contract on a voluntary basis. Any of the non-state entities that choose to participate in this contract must abide by the terms and conditions that are set forth in this contract.

Nonprofit corporations operating charitable hospitals, local nonprofit community sheltered workshops or centers that meet standards established by the Division of Vocational Rehabilitation of the Department of Health and Human Services, private nonprofit agencies licensed or approved by the Department of Health and Human Services as child placing agencies, residential child-care facilities, private nonprofit rural, community, and migrant health centers designated by the Office of Rural Health and Resource Development, private higher education institutions, counties, cities, towns, governmental entities, volunteer fire departments, rescue squads, and other subdivisions of the State and public agencies thereof.

3. Taxes

Prices or Discounts shown herein do not include any North Carolina sales or use taxes.

4. Abnormal Quantities

Any State agency requirement that exceeds **five (5) units** must be forwarded to the Division of Purchase and Contract for processing. The Division, at its sole discretion, may process any such requirement in one of the following ways:

- Purchase may be authorized at the current level of pricing with the current contract vendor(s.)
- Additional discounts from the current level of pricing may be negotiated with the current contract vendor(s.)
- A separate Invitation for Bids may be issued for the requirement.

5. Minimum Orders

This contract will be for a minimum order of **one (1) unit** for any single order. Agencies are authorized to purchase from best available sources on orders less than this minimum order value. This provision shall not be used by an agency to circumvent the intent of the contract. If an agency elects to place an order for less than the minimum order value, and the contractor elects to accept such order, then transportation charges will be prepaid and added to the invoice.

6. Placement of Orders

Orders will be placed throughout the contract period on an as-needed basis for the quantity required at the time, and will be issued directly to the respective contractor(s) or their designated suppliers.

Contract changes, if any, over the life of the contract are implemented by contract addenda released by the Contract Administrator to the contractor. If the contractor is accepting orders and/or delivering through other parties, for example a manufacturer accepting orders and delivering through a dealer network or dealers receiving orders through a network of other dealers, then it is the responsibility of the contractor to apprise such parties of all such contract addenda.

Note: Non-State agencies ordering from this contract are to place the order with the contractor noted and not with NCDOT.

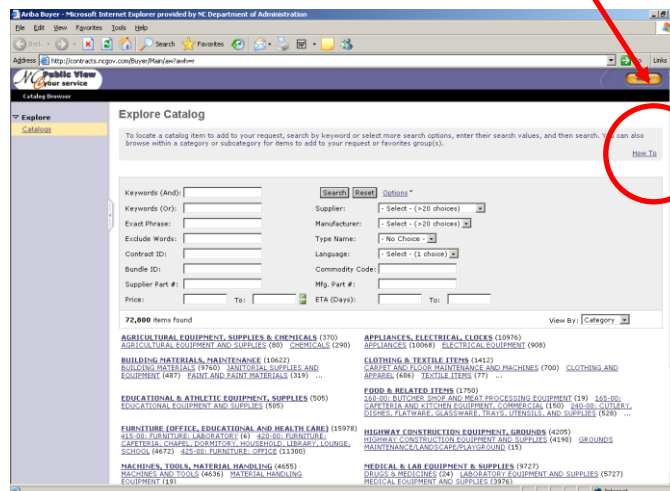
Order Placement Via E-Procurement (Catalog Items)

- Click on the following link: [E-Procurement Users](#)
- When placing an order in the e-procurement system, the very first thing to do is to go to the catalog tab and select options. After you have selected options, select contract ID. In the contract ID space type in the contract ID number, 550G.
- Please make sure the keywords space is blank and the contract ID is typed in the contract ID section.
- After selecting the contract ID and to narrow the search to a particular manufacturer select the manufacturer from the drop down
- When the item to be ordered has been located complete the requisition and issue the purchase order.

Non E-Procurement Users

The E-Procurement Public View will be the only place for Non E-Procurement Users to view the item/pricing information.

- Click on the following link: [E-Procurement Public View](#)
- For online assistance regarding item searching; click on the “How to” underlined link located near the upper-right hand corner.**



7. Delivery

Delivery will be complete within **sixty (60) calendar days** after receipt of purchase order. In the event the delivery is not received within the contract delivery period, the contractor may be held in default in accordance with paragraph 1, DEFAULT AND PERFORMANCE BOND in the North Carolina General Contract Terms and Conditions, and the state may procure the articles or services from other sources and hold the contractor responsible for excess cost occasioned thereby.

8. Transportation Charges

All goods shall be delivered **FOB DESTINATION** for all orders equal to, or greater, than the minimum order, when shipped to a single destination to any location within the State of North Carolina. Orders for less than the minimum order will be shipped prepaid, with transportation charges added to the invoice as a separate item. Transportation charges levied by the contractor for orders equal to, or greater than the minimum order, when shipped to a single destination, may be cause for removal of the contractor from the contract. In instances where the contractor makes partial shipments of an order to one destination, which is equal to, or greater than, the minimum order, all shipments of the order shall be sent **FOB DESTINATION** with NO additional transportation charges.

All shipments should be inspected for damage immediately upon receipt.

9. Price Lists and Catalogs

The successful contractor must furnish descriptive literature to any agency within **five (5) business days** after request of the agency. Failure to comply with these requirements may subject the contractor to removal from the contract.

10. Item Pricing Information

Item	Description	Manufacturer	Model	Price
1	Solar Powered Flashing Arrow Panel Trailer-Mounted (<i>NCDOT Only</i>)	K&K Systems, Inc.	AT154896	\$3,470.00
2	Solar Powered Flashing Arrow Panel Trailer-Mounted	K&K Systems, Inc.	AT154896	\$3,470.00

11. Warranty

Each piece of equipment is to be warranted "bumper to bumper" for a **minimum period of 12 months on all parts and labor** from respective dates the equipment is put in operation regardless of mileage or hours. Defective parts found to be free of negligence or accident will be replaced free of charge to the State. Such replacement is to include all parts, labor, freight, and travel to site where equipment is down (statewide locations). There shall be no reduction (prorating) of coverage resulting from age or mileage during the warranty period.

12. Substitutions

Substitutions are not permitted without prior approval of the Division of Purchase and Contract. Failure of the contractor to comply with this requirement may result in the removal of the contractor from the contract.

13. Contractors

All known minority, women and disabled owned businesses, as well as disabled business enterprises and nonprofit work centers for the blind and severely disabled, including dealers, will be identified with "Minority owned" "Woman owned", "Disabled Owned", "DBE" or "BSD" as appropriate after the vendor number. This is being done in an effort to recognize these businesses and to encourage and promote their use to the greatest extent permitted by law.

When more than one supplier is listed for a particular item, selection should be made, whenever possible, from any of the groups identified above, consistent with agency needs and price considerations.

Contractor Name	Address	Contact/Phone/Fax/E-Mail
K& K Systems, Inc.	687 Palmetto Road Tupelo MS 38801	Tim Keith, President Toll Free: (888) 414-3003 Phone: (662) 566-2025 Fax: (662) 566-7123 Email: info@k-ksystems.com

14. Vendor Complaint Form:

The Vendor Complaint Form can be found by clicking: [Vendor Complaint Form](#).

15. Contract Addenda

Addendum	Effective Date	Description